

Individually Billed Card Account Setup/Application Form
(Department of Defense Travel Card Program)



PART 1: TO BE COMPLETED BY EMPLOYEE (Optional fields are italicized and noted by an asterisk) **PLEASE TYPE OR PRINT ALL INFORMATION**

Cardholder name as it should appear on the card (First Name , Middle Name or Middle Initial and Last Name):

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Social Security Number: <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:12.5%; height: 20px;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td></tr></table>															Employment Status: Active <input type="checkbox"/> Reserve <input type="checkbox"/> Guard <input type="checkbox"/> Civilian <input type="checkbox"/>

Military Rank and Pay Grade/Civilian Pay Grade:
Military Rank: _____ Military Pay Grade:

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 Civilian Pay Grade:

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Commercial Office Phone:	E-mail Address*:
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Statement Mailing Address: (Indicate Street or P.O. Box)	Card Mailing Address*: (if different from statement address)
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City or APO/FPO:	State*:
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Zip/Postal Code:	Country:
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City or APO/FPO*:	State*:
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Zip/Postal Code*:	Country*:
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Card Delivery*: The card will arrive approximately 10 to 14 business days after Bank of America receives the application. Indicate the applicant's next planned date of travel as specified on outstanding travel orders here: _____ Bank of America will determine the best means of card delivery to meet the date indicated. If the applicant has no immediate plans to travel, please note "N/A" in the space provided or leave this field blank.

Signature and Agreement: After reading the attached Agreement between Department of Defense Employee and Bank of America, N.A. (USA) ("Agreement"): 1. Initial either A or B below; 2. Sign; 3. Obtain your supervisor's approval; and 4. Forward the completed form to your APC.

A. _____ By signing below, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions of the Agreement including Bank of America's right to obtain credit reports as described in the Agreement. I attest to the best of my knowledge, that the information I have provided herein is true and correct.	B. _____ By signing below, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions of the Agreement; however, I do not authorize Bank of America to obtain credit reports and therefore I will not be eligible for a standard account. I attest to the best of my knowledge, that the information I have provided herein is true and correct.
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This application is for a Government Card Account, which may be standard or restricted, as described in the attached Agreement. I expressly agree to accept whichever type of account is established.

Applicant's Signature: _____ **Date:** _____

Supervisor's Approval Signature: _____ **Date:** _____

PART 2: TO BE COMPLETED BY AGENCY PROGRAM COORDINATOR (APC) (Optional fields are italicized and noted by an asterisk) **PLEASE TYPE OR PRINT ALL INFORMATION**

Central Account No.

4	4	8	6	—	1	2												
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Account Hierarchy: Specify the complete Hierarchy Level (HL) number that pertains to your organization. For example, 0000001 2000005 3012345.

HL1 0000001	HL2	HL3	HL4	HL5	HL6	HL7	HL8
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Organization/Unit Name: _____

FIPS Code:	Is the applicant eligible to obtain Contract City Pair airline fares?* Yes+ <input type="checkbox"/> No <input type="checkbox"/>	+If eligible, participation is*: Mandatory <input type="checkbox"/> Non-mandatory <input type="checkbox"/>
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Account Type*: (Check one. If the applicant initialed B in the above Signature and Agreement section, then only a restricted card may be issued. For a restricted card, if no activation/deactivation dates are provided below, the card will issued in a deactivated status and can only be activated by the APC.)

Standard ☐ Restricted ☐ **If Restricted,** Date to Activate: Month _____ Day _____ Year _____
Date to Deactivate: Month _____ Day _____ Year _____

Spending Limits: Account spending limits will be pre-set by billing cycle as indicated to the right, unless otherwise specified by the military branch or DoD agency. Adjustment to spending limits may be requested on-line via EAGLS after the account has been established on the Bank of America system.	Account Control Type	DoD Limits by Cycle		Army Limits by Cycle	
		Standard	Restricted	Standard	Restricted
	Travel Limit	\$4,250	\$1,000	\$4,400	\$1,000
	Cash Limit	\$500	\$200	\$500	\$200
	Retail Spending Limit	\$250	\$50	\$100	\$50
	Total Account Credit Limit	\$5,000	\$1,250	\$5,000	\$1,250

Card Design Type*: Standard <input type="checkbox"/> Quasi-Generic <input type="checkbox"/>	Cash Access* : Yes <input type="checkbox"/> No <input type="checkbox"/>	Authorized to Receive Travelers Checks*: Yes <input type="checkbox"/> No <input type="checkbox"/>
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By signing below, I hereby authorize, on behalf of the Agency/Organization indicated above, that a Government Card be issued to the employee named above. **PLEASE RETAIN COPY FOR YOUR RECORDS. Return copy to: Bank of America, Attn: GCSU, P.O. Box 52304, Phoenix, AZ, 85072-9419, Faximile: 1.877.217.1033 or 1.888.698.5631**

APC: _____ **Date:** _____

Name & Title/Rank (Please print) Signature

Address Line 1: _____ **City:** _____ **State:** _____

Address Line 2*: _____ **Zip Code:** _____ **Country:** _____

Address Line 3*: _____ **Commerical Telephone:** _____

**Instructions for Individually Billed Account
Card Account Setup/Application Form
(Department of Defense Travel Card Program)**



Purpose: Complete this form to establish an individually billed cardholder travel card account for a Department of Defense employee.

Instructions: **Cardholders:** Fill out the section entitled “Part 1: To be completed by Employee.” Please print or type all information. Optional fields are italicized and noted by an asterisk. Incomplete applications will not be processed and may be returned at the direction of the DFAS Travel Card Program Management Office.

APCs: Fill out the section entitled “Part 2: To be completed by the Agency Program Coordinator.” Please print or type all information. Optional fields are italicized and noted by an asterisk. Incomplete applications will not be processed and may be returned at the direction of the DFAS Travel Card Program Management Office.

Part 1 (Section to be completed by Employee)

Cardholder name as it should appear on the card – Self-explanatory.

Social Security Number – Self-explanatory.

Employment Status – Employee’s military employment status with the government, if applicable.

Military Rank and Pay Grade/Civilian Pay Grade – Employee’s military rank abbreviation (SSGT, PO2, 1LT, LCDR, etc.) and four-character military pay grade (E-05, O-03, etc.) or five-character civilian pay grade (GS-09, WG-07, etc.).

Commercial Office Phone – Employee’s business phone number, including area code. For locations outside of the U.S., include the applicable two- to three-digit country code. You do not need to preface the number with an access code, such as “011” which is used to obtain an international telephone line.

E-mail Address* – Employee’s e-mail address, if available.

Statement Mailing Address (includes Street, City or APO/FPO, State/Province, Zip/Postal Code, and Country) – This is the address to which the employee’s travel card bills should be mailed.

Card Mailing Address* (includes Street, City or APO/FPO, State/Province, Zip/Postal Code, and Country) – Complete this section if you would like the card mailed to an address that is different than the Statement Mailing Address to which the regular billing statement will be sent.

Card Delivery* – Complete this field if the applicant requires a card immediately to accommodate upcoming travel plans. If “N/A” (Not Applicable) is noted or this field is left blank, Bank of America will send the card via First Class mail.

Signature and Agreement – In accordance with DoD policy, employees applying for a card after December 1, 1998 are asked whether or not they will provide express written consent for Bank of America to access credit report information.

- If an applicant declines consent, a restricted card with reduced spending limits will be issued.
- If neither block is initialed, a credit check will not be conducted and a restricted card will be issued.
- If both blocks are initialed, Bank of America will review the applicant’s credit history before determining which type of card to issue.

Applicant’s Signature and Date – Employee’s signature and the date the application form is signed.

Supervisor’s Approval Signature and Date – Employee’s supervisor must sign and date the setup/application form in accordance with DoD 7000.14R, Financial Management Regulation, Volume 9, Travel Policy and Procedures (Chapter 3).

**Instructions for Individually Billed Account
Card Account Setup/Application Form
(Department of Defense Travel Card Program)**



Part 2 (Section to be completed by the Agency Program Coordinator)

Central Account Number – The 16-digit reference number assigned to your major command or agency. This number is required for assignment of the correct billing cycle to the cardholder's account. Bank of America cannot process the setup/application form without this information. If you do not know your Central Account Number, please contact Bank of America Government Card Services Unit for assistance toll-free at 800.558.0548 if dialing from the U.S. or Canada, or collect at 757.441.4022 if dialing from international locations.

Account Hierarchy (HL1 to HL8) – The hierarchy unit number under which the new account will be established. Complete as many hierarchical levels as are appropriate for your organization. Each level of hierarchy consists of a seven-digit number; up to eight levels of hierarchy may be assigned. Hierarchy levels are sequential and indicate the organization's pedigree as illustrated below:

HL1 = 0000001 Department of Defense

HL2 = 2xxxxxx Branch of Military Service or DoD Independent Agencies

HL3 = 3xxxxxx Major Command or individual DoD Agency name

A complete hierarchy level number always begins with Level 1 and contains successive level numbers, down to the lowest level assigned. It is required to determine the reporting group to which a cardholder's account will belong.

Organization/Unit Name – The organization name at the lowest hierarchy level.

FIPS Code – Indicate the four-character numeric or alphanumeric Federal Information Processing Standards Code assigned to your organization. It is used for the identification of Federal and Federally-Assisted Organizations. See Publication 95-1, or download from <http://www.itl.nist.gov/itl/div897/pubs/fip95-1.htm>.

Is the applicant eligible to obtain Contract City Pair airline fares?* **+If eligible, participation is Mandatory/Non-mandatory*** – Please refer to <http://pub.fss.gsa.gov/services/citypairs/> for more information about the City Pairs program and eligibility requirements or contact your Bank of America Account Manager if you need assistance. If this field is left blank, Bank of America will assume the applicant is eligible to obtain Contract City Pair airline fares.

Account Type – Designate whether the applicant's account should be standard or restricted. A restricted card is issued to all applicants who do not have a credit history. Applicants who initial B in the Signature and Agreement section only will be issued a restricted card. Restricted card accounts are set up with lower spending limits and require activation by the APC for the time frame specified on a cardholder's travel orders.

If Restricted, Date to Activate/Deactivate* – If the restricted card option is chosen, enter the dates the card is to be initially available for use and then deactivated after initial use, if known. If no dates are provided, the card will be issued in a deactivated status and must be activated by the APC before the cardholder will be able to use it. Cardholder confirmation of card receipt will not result in automatic activation for a restricted card as it does for a standard card.

**Instructions for Individually Billed Account
Card Account Setup/Application Form
(Department of Defense Travel Card Program)**



Part 2 (Section to be completed by the Agency Program Coordinator)

Spending Limits– The data in this field is supplied for informational purposes only. No action is required. Four different account controls are available for the DoD Travel Card Program. The Travel, Cash and Retail Spending Limits are designed to limit account spending on a per cycle basis. For setup of the initial account, the spending limits that have been pre-set by DoD or the Army, as appropriate, for a standard or restricted account will be applied. Adjustments to spending limits and/or additional limits to restrict purchases from specific merchant(s) or type(s) of merchant(s) can be set by contacting GCSU or making changes on-line via EAGLS.

- Travel Limit: The amount available for travel-related purchases.
- Cash Limit: The amount of cash that may be withdrawn for any specified period if ATM access is authorized.
- Retail Spending Limit: The amount that may be spent for items purchased from merchants who are classified as retail establishments. The Defense Finance and Accounting Service Project Management Office (PMO) has determined how merchants are to be classified.
- Total Account Spending Limit: The aggregate limit to be applied to this account. The total of all transactions cannot exceed this limit, which is refreshed at billing.

Card Design Type* – Two card design types are available and described below. If no Card Design Type is checked a Standard card will be issued by default.

- Standard: Features a plastic design that indicates the account is issued for official government use only.
- Quasi-Generic: Features Bank of America's commercial plastic design. The embossed account number is the only information on the card that identifies it as a government account.

Cash Access* – Check whether or not ATM access should be available to the cardholder. If this field is left blank, Bank of America will not issue an ATM Personal Identification Number (PIN) for cash access to the cardholder.

Authorized to Receive Travelers Checks* – Check if Travelers Checks should be available to this employee. If this field is left blank, the cardholder will not be able to purchase Travelers Checks. (*Note: Travelers Checks are not available to Department of the Air Force personnel.*)

APC – The name and title and/or rank of the Agency Program Coordinator completing this section of the setup/application form.

Signature – The APC's signature.

Date – Date of APC's signature.

Address Line 1 – Indicate the street, P.O. Box or other address information for the APC.

Address Line 2 – If needed, continue with the street, P.O. Box or other address information

Address Line 3 – If needed, continue with the street, P.O. Box or other address information

City – Self-explanatory.

State – Self-explanatory.

Zip Code – Self-explanatory.

Commercial Telephone – The APC's commercially accessible business telephone number, including the area code. For locations outside of the U.S., include the applicable two-digit to three-digit country code. You do not need to preface the number with an access code, such as "011" which is used to obtain an international telephone line.

Mail or fax completed application form to:

Bank of America
Attn: GCSU
P. O. Box 52304
Phoenix AZ 85072-9419
Fax: 1.877.217.1033 or
1.888.698.5631

**AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND
BANK OF AMERICA, N.A. (USA)**

IMPORTANT: BEFORE YOU SIGN THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, DEPARTMENT OF DEFENSE TRAVEL CARD PROGRAM, OR SIGN OR USE THE GOVERNMENT CARD, READ THE FOLLOWING TERMS AND CONDITIONS THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

1. DEFINITIONS. In this Agreement, the word "Agreement" means this document as modified by any amendment issued pursuant to Section 16. The word "we" "Bank of America" or "us" refers to Bank of America, N.A. (USA), the issuer of the Card. The "GSA Contract" refers to the General Services Administration Contract No. GS-23F-98004. The word "Program" means the card program established pursuant to the GSA contract. "Agency/Organization" means the United States federal agency, bureau, division, office or other organizational entity participating in the Program that has requested/authorized Bank of America to open an account for you. The words "cardholder", "you" or "your" mean the Agency/Organization employee whose name appears on the Card. The word "Government Card", "Card" or "Cards" means the card issued to you by us under the Program. "Account" means the account established by us in connection with the Government Card. "Cash Advance" is a cash advance obtained through use of the Account at any participating affiliated automated teller machine ("ATM") or any financial institution or other establishment authorized to process and grant you a cash advance.

2. ACCEPTANCE OF THE AGREEMENT. BY ACTIVATING, SIGNING OR USING THE CARD AND/OR THE ACCOUNT OR SIGNING THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, DEPARTMENT OF DEFENSE TRAVEL CARD PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUT THE CARD IN HALF AND RETURN THE PIECES TO BANK OF AMERICA.

3. PROMISE TO PAY; LIABILITY. All amounts charged to the Account including purchases, Cash Advances and fees will be called "Charges." You promise to pay for all Charges made by you or

anyone you allow to use the Account until paid in full. You, as the Cardholder, are responsible for making payment to Bank of America. Official travel and travel-related expenses charged to the Card will be reimbursed by the Agency/Organization under the Agency's/Organization's expense reimbursement procedures applicable to you. You also agree to report your expenses promptly to the Agency/Organization in accordance with its expense reimbursement procedures. You are responsible for all Charges made with the Card even if you let someone else use the Card. You must retrieve the Card from that person to avoid further liability.

4. TYPE OF ACCOUNT. Your Account is either a restricted or standard Account, as indicated by the credit limit shown on your card mailer. Restricted Accounts are Accounts with a credit limit of \$1250 or less. If your Account is a restricted Account, your Agency/Organization will designate the date(s) during which the Account may be used, based on your authorized travel status and you agree to use the Card only during the period designated by your Agency/Organization. Upon your Agency's/Organization's request, Bank of America may change your account from a standard Account to a restricted Account or from a restricted Account to a standard Account. If this occurs, you will be notified by your Agency/Organization.

5. DISCLOSURE OF ACCOUNT INFORMATION. In addition to routine uses under the Privacy Act, you authorize Bank of America to: (1) provide information about your Account to Bank of America's service providers administering your Account under the GSA Contract; (2) disclose all necessary Account information to outside attorneys representing Bank of America in connection with any legal or administrative proceeding involving your Account or Bank of America's actions under this Agreement; (3) provide all necessary Account information to Bank of America's auditors in the course of any audit; (4) disclose all necessary Account information to outside attorneys, collection agencies or credit bureaus if we refer all or part of the Account for collection in accordance with the GSA Contract and your Agency/Organization's task order and (5) disclose all necessary Account information to credit reporting agencies to obtain reports concerning your credit consistent with your Agency's/Organization's agreement with union officials, if applicable. You understand that past

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due Accounts as well as other Account information will be reported to your Agency/Organization. By signing the Individually Billed Card Account Setup/Application Form, Department of Defense Travel Card Program, you are providing your written consent to the disclosure of Account information as provided in this Section 5.

6. USE OF GOVERNMENT CARD. You agree to use the Card only for official travel and official travel related expenses away from your official station/duty station in accordance with your Agency/Organization policy. You agree not to use the Card for personal, family or household purposes. Charging privileges on the Card are provided by Bank of America pursuant to the GSA Contract and the task order of your Agency/Organization. No other person is permitted to use the Card issued to you for Charges or for any other reason.

7. CREDIT LIMITS. Bank of America may establish one or more credit limits for your Account ("Limits") and such Limits may be increased or decreased as directed by your Agency/Organization. Your initial aggregate Limit is shown on the folded mailer containing your Card and represents the sum of (i) your ATM Limit (where ATM usage is authorized); (ii) your retail Limit; and (iii) lodging/transportation Limit. Your retail Limit applies to official purchases at retail establishments. Your lodging/transportation Limit applies to lodging and transportation. Your ATM limit applies to Cash Advances at an ATM. You understand that your aggregate Limit is the maximum amount of credit that you can have outstanding on your Account at any time and that the Limit may be set or changed by your Agency/Organization. For standard Accounts the retail Limit is \$250.00 and the ATM Limit is \$500 per billing cycle. For restricted Accounts the retail Limit is \$50.00 and the ATM Limit is \$200 per billing cycle. If you make a credit request that would exceed the applicable limitation, Bank of America, at the direction of your Agency/Organization, can approve or deny the credit request.

8. OBTAINING CREDIT REPORTS. Unless on your Individually Billed Card Account Setup/Application Form, Department of Defense Travel Card Program, you either (i) instructed us not to obtain reports concerning your credit, or (ii)

failed to expressly consent to the terms of this Agreement, you authorize Bank of America to obtain from credit bureaus and other credit reporting agencies reports concerning your credit consistent with your Agency/Organization's agreement with union officials (if applicable).

9. PAYMENT. We will send statements of all Charges to you. All payments are due by the due date specified on your statement ("Due Date"). You should notify us immediately of any change in your billing address by calling the number indicated in Section 17. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If we decide to accept a payment made in some other form, payment will not be credited to your Account until your payment is converted into one of the forms just mentioned. We may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.

10. SUSPENSION AND CANCELLATION. Suspension or cancellation does not affect the terms of this Agreement, including without limitation your obligation to pay the balance of your Account, until your obligation to Bank of America under this Agreement has been satisfied.

A. **Suspension:** Bank of America may suspend your Account and prohibit further Charges if (i) payment for any undisputed principal amount is not received within 61 calendar days from the closing date on the statement in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (ii) the Agency/Organization or GSA requests the suspension. Bank of America will reinstate your suspended account upon full payment of the amount due unless otherwise directed by the Agency/Organization.

B. **Cancellation by Cardholder:** You may cancel the Card at any time by notifying Bank of America, cutting the Card in half and returning the parts to Bank of America.

C. **Cancellation by Bank of America**

(i). **Automatic Cancellation:** The Card and the Account will automatically be canceled upon (a) termination of your employment with the

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BANK OF AMERICA, N.A. (USA)**

Agency/Organization regardless of the reason; (b) termination or expiration of the GSA Contract and/or Agency/Organization task order; (c) request of the Agency/Organization or GSA; (d) request of Bank of America with the permission of the Agency/Organization or (e) your filing for bankruptcy protection, if the Account or Account obligation is referenced in any documents filed in connection with the bankruptcy proceeding. Upon cancellation, you agree to return the Card immediately, cut in half, to Bank of America.

(ii). Cancellation Due to Delinquency: Bank of America may cancel your Account if (a) the Account has been suspended two times during a 12 month period for non-payment of undisputed principal amounts and is past due again; for purpose of this section 10.C(ii).(a), "past due" means payment is not received within 45 calendar days from the closing date on the statement of Account in which the Charge first appeared; (b) the Account is 126 calendar days past due from the closing date on the statement of Account in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (c) the Agency/Organization or GSA requests the cancellation. Bank of America may reinstate a canceled Account upon full payment of the amount due and any late fee assessed. Account statements may not (at the option of Bank of America) be sent after an Account has been canceled.

11. ATM USAGE. If our Agency/Organization is participating in the Bank of America ATM Program for Government Cardholders, you will separately receive a Personal Identification Number ("PIN"). You may then obtain Cash Advances at an ATM when authorized in accordance with Agency/Organization procedures. For your ATM Limit, refer to Section 7 above.

12. NO WAIVER OF BANK OF AMERICA'S RIGHTS. All rights and remedies of Bank of America are cumulative and may be pursued singularly, successively or together, at the option of Bank of America. Except as expressly provided below in this Section 12, Bank of America's failure at any time to exercise any of its rights hereunder or any rights shall not constitute a waiver nor otherwise bar the exercise of any of these options or rights at a later date. Bank of America waives its right to suspend the Account for a particular

Charge if suspension procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared. Bank of America waives its right to cancel the Account for a particular Charge if cancellation procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared.

13. TRAVELERS CHECKS. If your Agency/Organization is participating in the Bank of America Travelers Check program for Government cardholders, you may purchase travelers checks when authorized in accordance with your Agency/Organization procedures and a Travelers Check Fee of 1.5% of the total amount of the checks purchased will apply. If your Agency/Organization has negotiated a lower Travelers Check Fee, the lower amount will apply.

14. CHARGES. You agree to pay the following Charges unless your Agency/Organization has negotiated a lower rate or fee, in which case, you will pay the lower amount.

- Return Check Fee. \$20.00 for any payment which is returned for any reason.
- Cash Advance Fee. 1.9% of the amount of each Cash Advance.
- Delinquency and Collection Charges. If Bank of America refers your Account to any attorney for collection, you will be responsible for attorney's fees, if any, not to exceed 25% of the Account balance plus all other costs of collection and court costs except where prohibited by law.
- Late Fee. If your Account has been canceled, \$20.00 each month for any payment not received within 120 calendar days past the closing date on the statement of Account in which the Charge first appeared.

15. CONVERSION OF FOREIGN TRANSACTIONS. Charges made in a foreign currency will be converted into U.S. Dollars. The conversion rate used will be at least as favorable as an interbank rate or where required by law, an official rate. This rate shall be the one in existence at the time the transaction is processed.

16. CHANGE IN TERMS. Bank of America may, with the written consent of GSA and your Agency/Organization, change the terms of this Agreement upon 30-day written notice to you. You

**AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND
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agree that the new terms provided in any such notice may apply both to your new transactions and to your Account balance on the date the change becomes effective. If you do not agree to a change in terms of this agreement, then prior to the effective date of the change, you must notify us, cut the card in half and return the pieces to us.

17. LOST OR STOLEN CARD/REPLACEMENT. If your Card is lost or stolen, or if you think another person may use your Account without your permission, you must notify Bank of America immediately by calling the number listed below.

Telephone Numbers:

Within United States 800.472.1424

Collect Calls from out of United States 757.441.4124

You may confirm your notification by writing to:

Bank of America
Security Department
P.O. Box 1350
Norfolk, VA 23501

If there is any unauthorized use of your Card or Account you agree to cooperate with Bank of America during its investigation, which will include your completion of a Cardholder Statement of Disputed Item. Should you need a replacement card, please call the same telephone number listed in this Section 17 for lost or stolen Cards.

18. LIMITATION OF DAMAGES. In no event shall Bank of America be liable to you for any consequential, special, indirect or punitive damages of any nature.

19. COLLECTION/TELEPHONE MONITORING. You agree that if you do not pay your Account, Bank of America or its collection agent may call you regarding the collection of your Account. You understand that the calls could be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited" calls for purposes of local, state or federal law. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.

20. CHANGES TO NAME, ADDRESS OR EMPLOYMENT. You understand that Bank of America will send Account Statements, replacement or renewal Cards, or other notices at the address shown in its records. You will promptly notify Bank

of America of any change in your name, address or employment.

21. NONTRANSFERABLE. Each Card is non-transferable.

22. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

23. SUCCESSORS AND ASSIGNS. You agree that Bank of America may at any time assign or transfer to another person your Account, your Account balance, or this Agreement. The persons to whom Bank of America transfers or assigns your account, your Account balance, or this Agreement will have all of Bank of America's rights under this Agreement. You will not assign or transfer any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.

24. GOVERNING LAW: This Agreement and your Account are subject to the GSA Contract and shall be governed by Arizona law and the laws of the United States. This Agreement is entered into in Arizona and all credit will be extended by Bank of America from Arizona.

PRIVACY ACT NOTICE:

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5, United States Code, for the purposes of recording travel expenses incurred by the employee/member and to claim entitlements and allowances prescribed in applicable federal travel regulations. The purpose of the collection of this information is to provide Government agencies necessary information on the GSA travel card contract which provides travelers with charge cards for official travel and related expenses, attendant operational and control support, and management information reports for expense control. Routine uses which may be made of the collected information and other account information in the system or records entitled "Travel Charge Card Program GSA/GOVT-3" are as follows: (1) transfers to appropriate Federal, State, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations, (2) pursuant to a request of

AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND
BANK OF AMERICA, N.A. (USA)

another Federal agency in connection with hiring, retention, issuing a security clearance, reporting an employee investigation, clarifying a job, letter or contract or issuing a license, grant, or other benefit, (3) to a Member of Congress or to a Congressional Staff Member in response to an inquiry of the Congressional Office made at the request of the individual about whom the record is maintained, (4) to officials of labor organizations when necessary to their duties of exclusive representation, (5) to a Federal agency for accumulating reporting data and monitoring the system, (6) GSA contract travel agents assigned to agencies for billing of travel expenses, (7) listing, reports, and records to GSA by the contractor to conduct audits of carrier charges to the Government, and (8) any other use specified by GSA in the system of records entitled "Travel Charge Card Program GSA/GOVT-3," as published in the Federal Register periodically by GSA. The information requested is not mandatory. Failure to provide the information will nullify the application, and a charge card will not be issued to the employee/member.